

Licensee by operation of law, Licensee knowingly and voluntarily waives each and every one of these rights and freely enters into this Agreement and agrees to abide by the terms of this document as they pertain to Licensee.

2. Licensee acknowledges that he may, at the time this Agreement is effective or within fifteen days thereafter, submit this Agreement to the Administrative Hearing Commission for determination that the facts agreed to by the parties constitutes grounds for discipline of Licensee's license.

3. Licensee acknowledges that he has been informed of his right to consult legal counsel in this matter.

4. Licensee hereby waives and releases the Board, its members and any of its employees, agents, or attorneys, including any former Board members, employees, agents, and attorneys; of, or from, any liability, claim, actions, causes of action, fees costs and expenses, and compensation, including, but not limited to any claims for attorneys fees and expenses, including any claims pursuant to §536.087, RSMo, or any claim arising under 42 USC 1983, which may be based upon, arise out of, or relate to any of the matters raised in this case or this Agreement, or from the negotiation or execution of this Agreement. The parties acknowledge that this paragraph is severable from the remaining portions of this Agreement in that it survives in perpetuity even in the event that any court of law deems this Agreement or any portion thereof void or unenforceable.

5. The parties stipulate and agree that the disciplinary order agreed to by the Board and Licensee in Part II herein is based only on the Agreement set out in Part I herein. Licensee understands that the Board may take further disciplinary action against Licensee based on facts or conduct not specifically mentioned in this document that are either now known to the Board or may be discovered.

6. Licensee understands and agrees that the Missouri State Board of Registration for the Healing Arts will maintain this Agreement as an open record of the Board as required by Chapters 334, 610, 620 and 621, RSMo, as amended.

I.

Based upon the foregoing, Board and Licensee herein jointly stipulate to the following:

JOINT PROPOSED FINDINGS OF FACT

1. The State Board of Registration for the Healing Arts ("Board") is an agency of the State of Missouri created and established pursuant to §334.120, for the purpose of executing and enforcing the provisions of Chapter 334, RSMo.

2. Respondent is licensed by the Board as a physician and surgeon, license number 32394. License was first issued on June 21, 1969. Respondent's license is current, and was current and active at all times relevant herein.

3. At all relevant times, Respondent was a duly-licensed physician in private practice with staff privileges at St. Mary's Health Center ("St. Mary's"), in Jefferson City, Missouri.

4. Respondent during the period of 1994 through 1999 submitted reappointment applications to St. Mary's.

5. In the applications which were submitted during this period Respondent failed to fully disclose malpractice cases filed against him.

6. Because of Respondent's various omissions of malpractice lawsuits filed against him on his reappointment applications, the Board of Directors for St. Mary's denied Respondent's request for reappointment on or about May 31, 2000.

7. Respondent thereafter withdrew his reappointment applications for privileges from St. Mary's prior to the conclusion of the administrative process for reappointment to the medical staff.

8. Because Respondent did not appeal St. Mary's reappointment denial it became a final disciplinary action taken by the medical staff of a licensed hospital.

JOINT PROPOSED CONCLUSIONS OF LAW

1. Based on the foregoing, Licensee's license is subject to disciplinary action pursuant to §334.100.2(4)(g), RSMo 2000, which provides:

2. The board may cause a complaint to be filed with the administrative hearing commission as provided by chapter 621,

RSMo, against any holder of any certificate of registration or authority, permit or license required by this chapter or any person who has failed to renew or has surrendered the person's certificate of registration or authority, permit or license for any one or any combination of the following causes:

....

(4) Misconduct, fraud, misrepresentation, dishonesty, unethical conduct or unprofessional conduct in the performance of the functions or duties of any profession licensed or regulated by this chapter, including, but not limited to, the following:

....

(g) Final disciplinary action by any professional medical or osteopathic association or society or licensed hospital or medical staff of such hospital in this or any other state or territory, whether agreed to voluntarily or not, and including, but not limited to, any removal, suspension, limitation, or restriction of the person's license or staff or hospital privileges, failure to renew such privileges or license for cause, or other final disciplinary action, if the action was in any way related to unprofessional conduct, professional incompetence, malpractice or any other violation of any provision of this chapter;

....

2. Licensee's conduct, as established by the foregoing facts, falls within the intendments of §334.100.2(4)(g), RSMo 2000.

3. Cause exists for Board to take disciplinary action against Licensees' licenses under §334.100.2(4)(g), RSMo 2000.

II.

Based on the foregoing, the parties mutually agree and stipulate that the following shall constitute the disciplinary order entered by the State Board of Registration for the Healing Arts in this matter under the authority of Section 621.110, RSMo 1994. This Agreement will be effective immediately on the date entered and finalized by the Board.

A. Effective the date the Board enters into the Agreement: The medical license, No. 32394, issued to Licensee is hereby PUBLICLY REPRIMANDED.


B. Licensee hereby waives and releases the Board, its members and any of its employees, agents, or attorneys, including any former Board members, employees, agents, and attorneys, of, or from, any liability, claim, actions, causes of action, fees costs and expenses, and compensation, including, but not limited to any claims for attorneys fees and expenses, including any claims pursuant to §536.087, RSMo, or any claim arising under 42 USC 1983, which may be based upon, arise out of, or relate to any of the matters raised in this agreement, or from the negotiation or execution of this agreement. The parties acknowledge that this paragraph is severable from the remaining portions of this agreement


in that it survives in perpetuity even in the event that any court of law deems this agreement or any portion thereof void or unenforceable.

C. In consideration of the foregoing, the parties consent to the termination of any further proceedings based upon the facts set forth herein.


LICENSEE

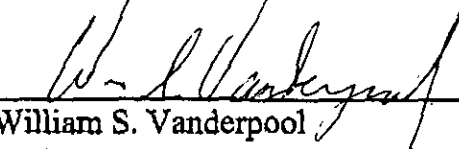
BOARD


Alan R. Doerhoff, M.D. FACS
date
2-5-03


Tina Steinman
Executive Director
4/30/03
date

JEREMIAH W. (JAY) NIXON
Attorney General


John L. Roark
Smith Lewis, LLP
Missouri Bar No. 33237


William S. Vanderpool
Assistant Attorney General
Missouri Bar No. 54185

P.O. Box 918
Columbia, MO 65205
(573) 443-3141

Post Office Box 899
Jefferson City, MO 65102
(573) 751-1444

Attorney for Licensee

Attorneys for Board

EFFECTIVE THIS 30 DAY OF April, 2003.